

Audubon Co.

Teamsters #238 (Sheriff)

7/1/2005 6/30/2007

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AUDUBON CO. / TEAMSTERS (SHERIFF) 05-07

**AGREEMENT**

**between**

**AUDUBON COUNTY, IOWA  
SHERIFF'S DEPARTMENT**

**and**

**TEAMSTERS LOCAL UNION NO. 238**

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**July 1, 2005 to June 30, 2007**

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ARTICLE 1  
EMPLOYMENT PROBATIONARY PERIOD

All employees except deputy sheriffs will serve a probationary period of 6 months. A deputy sheriff shall serve a probationary period of nine (9) months provided the employee has successfully completed training at the Iowa law enforcement academy prior to hire. If the employee has not successfully completed training prior to initial appointment, the probationary period shall commence with the date of initial employment and shall end after 9 months following the date of certification. Probationary employees have no right or recourse to the grievance procedure.

ARTICLE 2  
REGULAR FULL-TIME EMPLOYMENT

Regular full-time employment status is granted upon satisfactory completion of the probationary period. Regular full-time employees are expected to work the normal work week every week except for approved leaves of absence.

ARTICLE 3  
PART-TIME EMPLOYMENT

Upon completion of the probationary period, employees scheduled to work less than the normal work week shall have all benefits including single insurance, but excluding funeral leave and family or dependent insurance premium paid for by the County, pro-rated as follows:

Regular part-time employees work at least twenty (20) hours, but less than forty (40) hours per week on a regular basis. Regular part-time employees will receive the following benefits:

Sick Leave	1/2 day (4 hours)/month
*Holiday	1/2 day (4 hours); paid 2X for hours worked on a holiday
Vacation	Pro-rated based on hours worked the previous anniversary year
Insurance	Pro-rated single health insurance if regularly scheduled to work as follows:
	25 hrs.-31 hrs. 50%
	32 hrs.-39 hrs. 75%

\*If a part-time employee works forty (40) hours in the week a holiday falls, he/she will be eligible for eight (8) hours of holiday pay.

As needed employees are hired to fill-in for regular full-time and regular part-time employees. As needed employees are not scheduled on a regular basis. As needed employees are not eligible for time off benefits or insurance, however, they shall be paid time and one-half for hours worked over eight (8) hours and two (2) times for hours worked on a holiday.

ARTICLE 4  
DISCIPLINARY ACTION

Any employee is subject to discharge, suspension for any of the following causes:

1. Inefficiency;
2. Insubordination;
3. Incompetence;
4. Failure to perform his assigned duties;
5. Inadequacy in performance of assigned duties;
6. Narcotics addictions;
7. Dishonesty;
8. Unrehabilitated alcoholism
9. Negligence;
10. Conduct which adversely affects the employee's performance or the agency employing him/her;
11. Conviction of a crime involving moral turpitude;
12. Conduct unbecoming a public employee;
13. Misconduct;
14. Or any other just and good cause.

Disciplinary action against Civil Service employees are not subject to the Grievance Procedure.

ARTICLE 5  
EMPLOYEE EVALUATION

The County shall evaluate the performance of each employee every year or to coincide with budget submission dates. All evaluations shall be reviewed with the employee and shall be confidential.

ARTICLE 6  
SENIORITY

Seniority shall be based on years of continuous employment with Audubon County since his/her last date of hire. Seniority for regular employees who work less than 40 hours per week on a regular basis shall be offered by seniority to the employee who has been employed by the County longest and will have the opportunity to work available hours if he/she so chooses. This shall be the employee's option to pass the hours if less senior people are available to work so long as it doesn't result in overtime being worked.

ARTICLE 7  
TRANSFER

Transfer from one job classification to another shall be based upon the following:

1. When a vacancy occurs, or a new job is created in the bargaining unit, the Employer shall post such job vacancy for a period of five (5) work days,

during which time employees may apply, in writing, for the job. In making the selection, seniority shall govern if skill and ability to perform the job are substantially equal.

2. Job performance factors of the applicant such as judgment, work habits, quantity of work and quality of work.
3. Applicants must meet minimum qualifications to be eligible for the position applied for.
4. The Employer will determine the step at which the candidate selected to fill a vacancy shall be placed.
5. The successful applicant shall be placed on a thirty (30) work day trial period.
6. Within the trial period, the employee shall demonstrate that he/she meets the Employer's expectations or he/she shall be removed and return to his/her former classification.

#### ARTICLE 8 REDUCTION IN FORCE

The reduction in force shall be in a systematic manner, and shall be approved by the County. The reduction shall be accomplished in the following sequence: probationary and finally regular full-time employees, based upon seniority, shall rule.

#### ARTICLE 9 HOURS OF WORK AND OVERTIME

**Dispatchers, Clerical and Janitors:**

The normal work week for all employees shall be forty (40) hours worked in five (5) consecutive days of eight (8) hours each.

During the said eight (8) hour work day, each employee shall receive a one-half (1/2) hour lunch period; each employee shall be entitled to a fifteen (15) minute rest break during the first four (4) hours of the work day and fifteen (15) minutes rest during the second four (4) hours of the work day.

No employees shall work overtime hours without being specifically directed by their supervisor of the employer representative. All hours worked in excess of eight (8) per day or forty (40) per week, including the referred lunch time and rest periods, shall be compensated for at the rate of one and one-half (1 1/2) times the normal hourly rate of pay for the classification. Paid overtime hours shall be in compliance with the Fair Labor Standards Act. If a dispatcher works a holiday, then holiday pay hours will be counted as hours worked for the purpose of computing overtime. Vacation hours will be counted as time worked for purposes of computing overtime. There shall be no pyramiding overtime.

Each employee shall be granted two (2) shift changes per month with at least 48 hours advanced notice of said change to the Sheriff. Employees may trade a shift of duty with another employee provided the following conditions are met:

1. The trade is voluntary between both parties;
2. The exchange must occur within the same forty (40) hour work week period (Sunday through Saturday) and not result in overtime;
3. The work week of five (5) days on and two (2) off be relaxed to accommodate the exchange;
4. All shift exchanges will be documented.

**Patrol Deputies:**

Tour of duty for a Patrol Deputy shall be twenty-eight (28) days. Patrol Deputies shall be granted compensatory time off at the rate of one and one-half hour "comp time" or pay at the rate of time and one-half (1 1/2) the deputies straight time hourly wage rate for all hours worked over 168 in their tour of duty. The Sheriff will determine whether overtime is paid in cash or "comp time". Deputies shall be scheduled for six (6) consecutive days on duty followed by three (3) consecutive days off duty, followed by six (6) consecutive days on duty followed by two (2) consecutive days off duty. Holiday pay hours and vacation pay hours shall count as hours worked and will apply to the 168 hour threshold.

**Trade Time (Deputies):**

The normal work week for Deputies shall be six (6) consecutive days on duty followed by three (3) consecutive days off duty, followed by six (6) consecutive days on duty followed by two (2) consecutive days off duty. Patrol Deputies, with approval of the Sheriff or his/her designee, may trade a "tour of duty" with another employee provided the following conditions are met:

1. The trade is voluntary;
2. Trades are for the employee's personal benefit and not the County's;
3. A record is maintained by the County of all time traded;
4. The period in which time is traded and paid back does not exceed twelve months.

ARTICLE 10  
EXTRA DUTY PAY

**Dispatchers**

Should it be necessary to call an employee into work on the employee's non-scheduled day (e.g. matron duty or to fill in for an absence), or if a dispatcher is required by the County to appear in Court or give a deposition, the employee shall receive the applicable rate of pay (straight time or time and one-half) for those hours. For example, if the employee works more than 8 hours in a day or more than 40 hours in a work week as a result of the call-in, the employee will be paid at the rate of time and one-half (1 1/2) his/her hourly wage rate for the actual hours worked. Otherwise the employee will

be paid straight time for the actual hours worked. If a dispatcher is required by the County to appear in Court, to give a deposition, or perform matron duties, he/she shall be paid a minimum of two (2) hours at the applicable rate of pay.

#### Deputies

A minimum of two (2) hours or actual hours worked, whichever is greater, will be counted toward the 168 hour threshold if a deputy is called back to work or called in on a non-scheduled day, unless the call-back is within one (1) hour prior to the start of the shift.

Should a deputy be required to appear under subpoena in court, or be required by the County to appear for a Court hearing, or to give a deposition outside the employee's regular work schedule, he/she will be paid at the rate of one and one-half (1 1/2) times the employee's basic rate of pay for a minimum of two hours. Such hours will not be counted toward the 168 hour threshold.

Janitor. Janitor will receive a minimum of one (1) hour at time and one-half if called back to work to handle emergencies. If the Janitor is scheduled to perform inspection work on Saturday or Sunday, he is eligible for a minimum of one (1) hour at time and one-half. This section is not intended to apply to hours continuous to the employee's scheduled hours.

On call or stand-by pay: Should the Employer determine that it is necessary to require an employee to be on call and/or stand-by and not free to leave the County, he/she shall receive one-quarter (1/4) of his/her regular hourly rate of pay for each hour he/she is required to remain on call or on stand-by. On-call or standby pay does not count toward the 168 hour threshold.

### ARTICLE 11 HOLIDAYS

All employees in the bargaining unit shall be entitled to holiday pay for the following holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Each employee in the bargaining unit shall have two (2) personal days per contract year scheduled by request of the employee. A new employee hired between January and June will receive one (1) personal day and two (2) personal days if hired between July and December. All regular full-time and probationary employees shall be paid a regular day's pay for each holiday or personal day not worked. If an employee fails to take or schedule his/her personal day(s) by May 15<sup>th</sup> of each year, the Sheriff, at his/her discretion, will either assign the employee a day(s) off or pay the employee for the day.



The Janitor and Civil Deputy<sup>1</sup> will observe the same holidays as the Courthouse employees.

Any employee required to work on a holiday stated herein, shall be paid two (2) times the base rate of pay for the hours worked and , in addition thereto, shall be granted a compensatory day off scheduled after the holiday. Any holiday that falls on a day that is a regularly scheduled day off, an employee shall result in the payment of only a day's pay.

## ARTICLE 12 VACATIONS

All regular full-time or probationary employees shall be eligible for vacation with pay for the following periods and term of service:

Two weeks vacation after one (1) year of service.

Three weeks vacation after seven (7) years of service.

Four weeks vacation after fourteen (14) years of service.

Five weeks vacation after twenty (20) years of service.

Payment of vacation pay shall be at the employee's regular weekly rate of pay. Vacations shall be accrued on an annual basis from the anniversary date of the initial employment and taken after the first anniversary date. Thereafter, the employee may take earned vacation during any time of the year and may take vacation in increments of one (1) day or more. Employees may accrue vacation not to exceed two (2) years entitlement.

Vacation leaves shall be scheduled with and approved by the County and where two (2) or more employees request the same vacation schedule, the same shall be granted according to the seniority of the employees. Vacation days will be the same as the scheduled work days.

Any employees terminated or resigning from the service of the Employer will be paid prorate for all vacation accrued (example: an employee entitled to two (2) weeks vacation, having six [6] months from and after his/her anniversary date, shall be entitled to one [1] week vacation pay.)

## ARTICLE 13 SICK LEAVE

A probationary or regular full-time employee shall be entitled to accrue sick leave with full pay at the rate of one and one-half (1 1/2) days for each month of employment, subject to the following:

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of his/her duties by sickness or injury, for medical, surgical, dental

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<sup>1</sup> The day after Thanksgiving will not be a holiday for the Civil Deputy.

or optical examination or treatment, or where by reason of his/her post of duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.

2. Sick leave shall not be used for vacation leave.
3. Sick leave shall not be taken in advance.
4. Sick leave shall not be cumulative for more than one hundred fourteen (114) working days.
5. In all cases where an employee has been absent on sick leave, he/she shall immediately upon his/her return to work, submit a statement that such absence was due to illness or other reasons stated in item one (1) above. In cases where such absence exceeds three (3) calendar days, such statement shall be verified by a physician or other authorized practitioner, unless waived by the County. For lesser periods of absence, the County may, at its discretion, require evidence of illness or other reasons defined in item 1 above as they deem necessary and in all cases, sick leave shall not be granted until approved by the Employer.
6. Sick leave shall be taken on a work day basis, but may be taken in one-half (1/2) day increments. Officially, designated holidays falling within a period of sick leave shall not be counted against sick leave.
7. Sick leave shall not accrue during leave of absence without pay, suspension, lay-off or educational leave.
8. An employee who is transferred from his/her department to another within the County, shall be credited with the sick leave he/she has accumulated.
9. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation.
10. If an absence due to illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be granted sick leave without pay or terminated.
11. Upon written request by the employee, sick leave without pay may be granted by the County, in writing, for the remaining period of disability after both sick leave and vacation leave have been exhausted. In the event such leave exceeds one (1) year, an extension must be requested and may be approved by the County.
12. Failure on the part of an employee to report immediately at the expiration of a leave of absence with or without pay or sick leave or extension of such leave, except for valid reasons submitted and approved by the County shall be considered a resignation.

13. Any time off work due to injury or illness covered by workers' compensation payments or accumulated sick leave shall be paid accordingly so that the employee's weekly net income is not reduced from what he/she would normally have earned by working.
14. An employee will be allowed to utilize sick leave when, because of emergency or serious illness, an employee's spouse, parent or children require his/her attention and assistance. The amount shall not exceed three (3) days per contract year.
15. An employee who has accumulated the maximum amount of sick leave, and who does not use any sick leave during a fiscal year in which he/she starts the year with the maximum amount of sick leave, shall be allowed one paid personal leave day.
16. An employee who retires from Audubon County with at least 15 years of service may convert 25% of his/her accumulated sick leave at the employee's regular rate of pay toward the purchase of health insurance. For example, at the time of retirement, if an employee has 114 days of accumulated sick leave and earned \$10.00 per hour, the County would continue to pay the monthly insurance premium payments for the employee until \$2280.00 has been exhausted.

#### ARTICLE 14 MILITARY LEAVE

All probationary and regular full-time employees shall be granted up to a maximum of thirty (30) days military leave with pay or as required by military orders of the Code of Iowa.

#### ARTICLE 15 JURY DUTY

All probationary and regular full-time employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the work day required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the Employer. Jury duty pay does not include mileage paid for the performance of said jury duty.

#### ARTICLE 16 FUNERAL LEAVE

All probationary and regular full-time employees will be allowed time off with pay to attend funerals on the following schedule:

1. Up to five (5) days per occurrence for arrangements and attending the funeral of a wife, husband, child, mother, father, brother or sister;
2. Up to three (3) days per occurrence of funeral of grandparents, grandchildren, mother or father-in-law, brother or sister-in-law;

3. Up to one (1) day per occurrence of funeral as a pallbearer.

Other than herein, employees may be granted up to two (2) days with approval of the Employer; these days to be taken from the employee's accumulated sick leave.

#### ARTICLE 17 DEFINITION OF GRIEVANCE

A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving the interpretation or the application of a specific term or provision of this Agreement. Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute applicable to the County, shall not be considered contract grievances. An employee may represent himself, or may be represented by or accompanied by representative of the Employee Organization during steps one through four. Grievances as herein defined, shall be processed in the following manner:

#### ARTICLE 18 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute or misunderstanding that may arise between the Employer and an employee or employees or between the Employer and the Labor Organization regarding the violation, application or interpretation or the provisions of this Agreement, shall be adjusted in accordance with the following provision:

Where the same is an employee grievance, the same shall be discussed by the employee orally with his/her immediate supervisor within five (5) working days following the occurrence or reasonable knowledge of the occurrence in an effort to resolve the problem in an informal manner.

If the oral discussion fails to resolve the matter, the aggrieved employee or employees and/or the Union, if it is a Union grievance, shall present the grievance in writing within three (3) working days following their oral discussion, or in the instance of a Union grievance, within seven (7) working days after the occurrence or knowledge of the same, said grievance to be filed with a designated representative of the Employer (the Employer shall, upon the signing of this Agreement, designate the representative or the official who will receive all written grievance under the collective bargaining agreement).

Within five (5) working days after receipt of said written grievance, the Employer's designated representative shall meet the Union steward and the employee or employees, if it is an employee grievance, or the Union representative, in an attempt to resolve the matter. The Employer representative shall give a written answer to the Union if the matter is not resolved.

Any grievance not settled in the previous steps of the grievance procedure may, within ten (10) days from receipt of the written answer, notify the Employer's representative

that it chooses to take the matter to arbitration. Thereafter, the Employer representative and the Union representative shall meet within ten (10) days in an attempt to agree upon a neutral arbitrator. Should the parties be unable at that time to agree upon a neutral arbitrator, they shall jointly request a panel or arbitrators from the Federal Mediation and Conciliation Service and upon receipt of said panel, shall within seven (7) working days, strike in alternating strikes, commencing with the first by the aggrieved party, with the last remaining name to be the selected arbitrator.

The fees and expenses of the arbitrator and costs incidental thereto shall be paid equally by the parties. Each party shall pay its own cost for preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by both parties. It is, however, agreed that either party may, at its own expense, if there is not agreement, obtain stenographic reporting services of the hearing.

The arbitrator's decision will be final and binding on both parties. All grievances and arbitration meeting under this article are private and are not open to the public.

#### ARTICLE 19 INJURY REPORTING

When an employee suffers an injury in the line of duty, a report of such accident shall be made immediately to the employee's supervisor. This report shall give all know details and circumstances pertaining to the injury and the names of all witnesses thereto.

All employees who are physically able and who fail to report within twenty-four (24) hours an injury, however minor, to his/her immediate supervisor and take such first aid or medical treatment as may be necessary, shall not be entitled to or be eligible for sick leave as outlined in this Agreement.

#### ARTICLE 20 SAFETY LENSES

The Employer shall pay the cost of one pair of clear safety lenses and frames if the duties of the employee require said lenses and frames with a maximum replacement period of every two (2) years, not to exceed \$50.00 per occurrence. The employee shall be responsible for the full examination fee, plus any extra cost. Special circumstances shall be considered for more frequent replacement.

#### ARTICLE 21 INSURANCE

The Employer shall furnish to each regular full-time and probationary employee medical and dental insurance benefits including dependent coverage if the employee so desires. "Red circled" part-time employees who select to take dependent coverage will continue to receive the current insurance coverage and benefits.

The County will pay the employee's contribution toward dependent health insurance for employees within the bargaining unit.

The County will implement and pay for single and dependent dental insurance for eligible employees with the bargaining unit.

The County and the Union have agreed to the benefit levels as contained in Alliance Select 1000 (ISAC Plan 10). The County may select the insurance carrier as long as benefit levels are comparable to ISAC Plan 10.

The County will pay the premium for a \$5000 life insurance policy for all eligible regular full-time employees.

#### ARTICLE 22 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Employee Organization dues from the first pay check of each month of the employee and remit such deduction by the fifteenth (15<sup>th</sup>) day of the month to the business address of Employee Organization with an accompanying list of employees from whom payroll deductions were made. The Employee Organization will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County will require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

#### ARTICLE 23 SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree to negotiate and substitute for the invalidated article, section or portion thereof.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

#### ARTICLE 24 ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous Agreement and practices between the County and the Employee Organization, unless expressly stated to the contrary

herein, and together with concurrent letters of understanding, supplemental hereto constitutes the entire Agreement between the parties and conclude collective bargaining for its term, except as provided herein.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the County and the Employee Organization, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

#### ARTICLE 25 EDUCATIONAL LEAVE

Upon written request of the employee for educational leave, the Sheriff shall approve or disapprove such request and forward it to the Board of Supervisors for final action. Any regular full-time or regular part-time County employee may be reimbursed for educational cost, if approved by the Board of Supervisors subject to the following requirements:

1. The course shall directly relate to the employee's current job duties.
2. Such work must be completed in an officially accredited educational institution.
3. The employee shall satisfy the necessary prerequisites of the course for which reimbursement is requested and shall receive approval of the Board of Supervisors prior to enrolling in the course.
4. The employee shall successfully complete the course.
5. Participation in the course shall be solely on employee's time unless waived by the Board of Supervisors.

#### ARTICLE 26 EFFECTIVE PERIOD

Except where otherwise provided herein, this Agreement shall become effective the 1<sup>st</sup> day of July, 2005. It shall remain in full force and effect until June 30, 2007, and shall be renewed year to year thereafter unless either party gives notice in writing of a desired change in the Agreement no later than September 15, of the year immediately prior to the expiration date of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Vernon Venterich  
BOARD OF SUPERVISORS

Dary Dunham  
UNION REPRESENTATIVE

LaVerne V. Dist  
BOARD OF SUPERVISORS

David Bessie  
EMPLOYEE REPRESENTATIVE

Paul M. Fahn  
BOARD OF SUPERVISORS

Betty A. Jellor  
EMPLOYEE REPRESENTATIVE

Donna Rugland  
EMPLOYEE REPRESENTATIVE

Acknowledged by:

Renee Von Bokern  
Renee Von Bokern  
Employer Representative



APPENDIX "A"

PAY SCHEDULE  
WAGES AND LONGEVITY - ADDITIONAL COMPENSATION

<u>Classification</u>	<u>7-1-05</u>	<u>7-1-06</u>
Janitor (full-time)	11.73	12.13
Janitor (part-time)		
Start	8.64	9.04
After 90 days	9.16	9.56
Dispatcher/Jailer: New Hire	8.62	9.02
After 60 days	8.75	9.15
After 6 months	9.69	10.09
After 1 year	10.65	11.05
After 2 years	11.60	12.00
Dispatcher/Jailer/Civil Clerk	13.65	14.05

Patrol Deputy hired July 1, 2000 or after:

Start	70%
6 months	75%
1 year	80%

Deputies hired before July 1, 2000 will be grandfathered at the current percentages as follows:

Start	75%
6 months	80%
1 year	82.5%
2 years	85%

Canine Handler is eligible for \$170.00 per month for the care and maintenance of the canine. Hours spent for care and maintenance are not counted toward the 168 hour threshold.

The deputies annual salary compensates for all hours worked up to and including 168 hours in a 28 day work period.

Each Deputy Sheriff upon presentation of County Claim shall be paid an amount not to exceed Twenty Dollars (\$20.00) each month for the cleaning of uniforms. The claim must have receipt attached.

The Sheriff may hire in at a higher rate at his/her discretion based on an applicant's prior experience.

Longevity:

All regular full-time employees shall be eligible for longevity pay according to the following schedule:

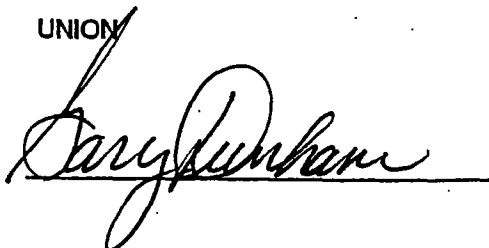
<u>Years</u>	<u>Amount per month</u>
5	8.67
10	17.33
15	26.00
20	34.67
25	43.33
30	52.00

## LETTER OF UNDERSTANDING

The parties, Audubon County Sheriff's department and Teamsters Local 147, agree to the following:


1. The agreement will provide that patrol deputies will receive time and one-half for all hours worked over 168 hours in a twenty-eight (28) day period, as provided by the Fair Labor Standards Act.
2. On weekends, the parties agree to allow a deputy to take calls on Saturday and Sunday mornings in between the end of the night shift and the beginning of the day shift. This would be without pay in exchange for allowing the employee to be at home. On-call hours are not counted as hours worked. On Sunday shifts, the deputy will be required to work four (4) hour shifts and will be allowed to take the remainder of their shift at home. If the deputy on call is called out he will be allowed to receive comp time at the rate of one and one-half.
3. The parties agree that there will be no grievance or backpay regarding the language of Article 9, Work and Overtime or Article 10, Extra Duty Pay.
4. The parties recognize that patrol deputies are expected to respond to call-ins and understand the Sheriff's right to require overtime.
5. The parties agree to amend the agreement to provide that the Civil deputy will work the day after Thanksgiving.
6. The above agreement is acceptable to both the Union and the Employer. Should any disagreement arise regarding the terms of this agreement, a meeting will be held first with the representative of the Teamsters and the County to resolve any potential problems.

UNION

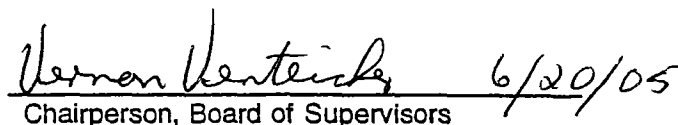
  
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AUDUBON COUNTY SHERIFF'S DEPT.

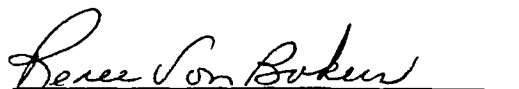
  
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Sheriff

  
\_\_\_\_\_ 6/20/05

Chairperson, Board of Supervisors

Acknowledged by:

  
\_\_\_\_\_

Renee Von Bokern

Employer Representative